

RESTRICTIVE COVENANT

OWNER RREEF Domain L P , a Texas limited partnership
OWNER RREEF Domain II L P , a Texas limited partnership
ADDRESS 221 West 6th Street, Suite 1300 Austin, Texas 78701
CONSIDERATION Ten and No/100 Dollars (\$10 00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged
PROPERTY Lot 2, Block A, Domain Section 2 Subdivision, according to the plat recorded as Document No 200300333 and Lot 3 Block A, Multek Subdivision according to the plat recorded as Document No 200400090 both in the Official Public Records Travis County, Texas, and
Lots 1 B, 1-C, 1 D, and 1 E, Block A Resubdivision of Lot 1 Block A, Domain Section 2 Subdivision, according to the plat or record in Document No 200600294, Official Public Records, Travis County, Texas

WHEREAS, the Owners of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions,

NOW, THEREFORE it is declared that the Owners of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant These covenants and restrictions shall run with the land and shall be binding on the Owners of the Property its heirs successors and assigns

- 1 A site plan or building permit for the Property may not be approved, released or issued if the completed development or uses of the Property considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property specified in that certain Traffic Impact Analysis (the "TIA ") prepared by HDR/WHM Transportation Engineering, dated December 2006 or as amended and approved by the Director of the Watershed Protection and Development Review Department, or its successor department, of the City of Austin All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Watershed Protection and Development Review Department, dated January 24 2007 The TIA shall be kept on file at the Watershed Protection and Development Review Department, or its successor department, of the City of Austin
- 2 At the time an application for approval of the site plan for the first phase of the development of the Property is submitted to the Watershed Protection and Development Review Department, or its successor for development of the Property, or any portion of

the Property, an Integrated Pest Management Plan (the "IPM Plan ") shall be submitted to the Watershed Protection and Development Review Department or its successor department, for review and approval. The IPM Plan shall comply with the guidelines in Section 1692 (D) and (F) of the Environmental Criteria Manual that are in effect on the date of this restrictive covenant.

- 3 All new residential and commercial buildings shall comply with one of the following standards

a a minimum of the two star rating under the Austin Energy Green Building Program in effect on April 12, 2007, or

b a minimum of the LEED Silver Certification for Core and Shell for residential and office development or LEED certification for retail development under the LEED program, provided, however, all buildings certified under the LEED system must, at a minimum, require an increase in energy efficiency to 14% above ASHRAE 90.1 – 2004 User's Manual

- 4 A licensed engineer or architect chosen by the Owner shall implement the following studies

a Bioswale Study A study analyzing the environmental benefits, risks and methodology of direct infiltration of stormwater run off into the subsurface,

b Rainwater Harvesting Study A study analyzing the environmental benefits, methodology and economic impact of the capture and re use of rainwater,

c Adaptive Re use of Building Materials Study A study analyzing the environmental benefits risks methodology and economic impact of the re use of building materials from Building 60 an approximately 460,000 square foot building on the site that is to be razed. The location of Building 60 is described and shown in Exhibit A attached and incorporated into this covenant, and

d Blowdown Study A study analyzing the environmental benefits, risks, methodology, and economic impact of the capture and re use of the blowdown water from the Austin Energy central utility chiller plant located on the site (versus disposal of the water via the sanitary sewer system)

Owner shall meet and share the findings of the studies with the environmental staff of the Watershed Protection and Development Review Department. Owner shall incorporate into development of the site the recommendations of the studies that both City staff and Owner agree are practical.

- 5 Upon redevelopment of a minimum of 80 acres, the Owner shall

- a provide a cistern or cisterns or other structures capable of capturing a minimum of 75 000 gallons of rainwater, or
 - b provide bioswales capable of causing an equivalent amount of rainwater to be retained on site, or
 - c a combination of both alternatives which achieves the same effect
- 5 High albedo roofing material shall be used on roofs for the project
- 6 Landscaping for all water quality ponds, including the existing on site pond, shall comply with the landscaping requirements according to City Code
- 7 Parks Parkland Dedication requirements shall be satisfied as follows
 - a Nine acres of private parks shall be provided by the Owner within the development
 - b A minimum of one mile of hike and bike trails shall be provided by the Owner. The trail systems shall connect to area bike routes and hike and bike trails existing at the time of such construction
 - c Owner will spend a minimum of \$4 000 000 for park infrastructure and other recreational facilities (excluding the hike and bike trail system)
 - d The parks and hike and bike trails shall be open to the public, subject to Owner's obligation to maintain the parks and trail systems and Owner's right to maintain adequate security and to conduct private events and
 - e Owner will satisfy the requirements of a through c above on or before the earlier of i) the date that is five years from the effective date of the zoning ordinance or ii) the date that is one year after the site development permit(s) has been issued for a minimum of 3,000 residential units (including condominium residential, townhouse residential, and multifamily residential)
 - f Owner shall provide a minimum of two additional pocket parks totaling at least 0.5 of an acre, each pocket park to be located within 0.5 miles from residential units
- 7 If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from such actions, and to collect damages for such actions

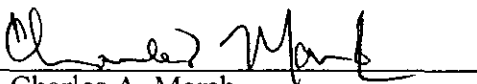
- 8 If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect
- 9 If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it
- 10 This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification amendment or termination at the time of such modification, amendment or termination

EXECUTED this the 12th day of APRIL 2007

OWNERS


**RREEF DOMAIN L P,
a Texas limited partnership**

By RREEF America REIT III Corp W,
a Maryland corporation,
its General Partner

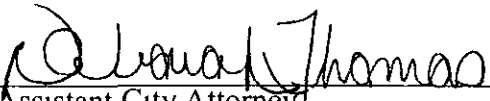
By 
Charles A Marsh
Assistant Vice President

**RREEF DOMAIN II L P,
a Texas limited partnership**

By RREEF America REIT III Corp X,
a Maryland corporation,
its General Partner

By 
Charles A Marsh
Assistant Vice President

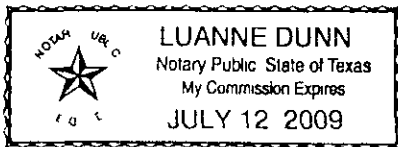
APPROVED AS TO FORM



Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of April, 2007, by Charles A Marsh, Assistant Vice President of RREEF America REIT III Corp W,, a Maryland corporation, General Partner of RREEF Domain, L P a Texas limited partnership, on behalf of corporation and the limited partnership

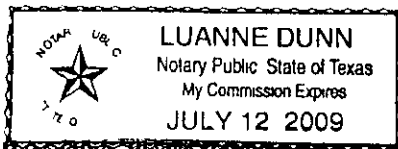




Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of April, 2007, by Charles A Marsh, Assistant Vice President of RREEF America REIT III Corp X,, a Maryland corporation General Partner of RREEF Domain II L P a Texas limited partnership, on behalf of corporation and the limited partnership




Notary Public State of Texas

After Recording, Please Return to
City of Austin
Department of Law
P O Box 1088
Austin Texas 78767
Attention Diana Minter Paralegal